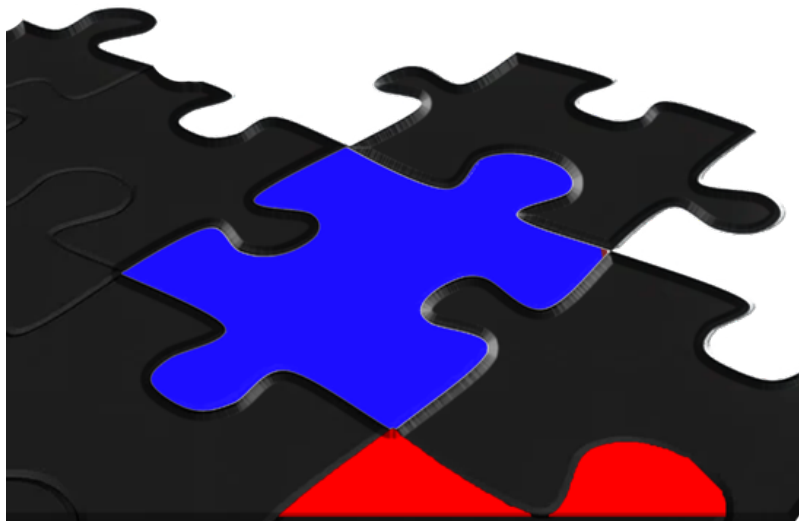




CT ABA SERVICES^{LLC}
1000 Lafayette Blvd
Suite 1100
Bridgeport, CT 06604-4710

EMPLOYEE HANDBOOK & CODE OF ETHICS

(FINAL, REVISED 2026)

HOW THIS HANDBOOK WORKS

This Handbook constitutes the Company's governing statement of employment policy and applies to every employee in each jurisdiction in which the Company operates. The BCBA Orientation & Clinical Expectations Manual and the RBT Orientation & Clinical Expectations Manual are position-specific companion documents incorporated herein by reference; where a companion manual establishes a clinical or role-specific standard, that manual governs the role, and where this Handbook establishes a Company-wide employment standard, this Handbook governs. Where any provision conflicts with the mandatory law of the state in which an employee physically performs work, the governing state law prevails as to that employee.

1. INTRODUCTION, MISSION & APPLICABILITY

CT ABA Services LLC exists to deliver high-quality, evidence-based, one-to-one Applied Behavior Analysis services to individuals with Autism Spectrum Disorder and related developmental needs. The Company conducts its practice in accordance with the regulations of the Connecticut Department of Public Health, the coverage and documentation requirements of HUSKY Health (Connecticut Medicaid), the ethics codes promulgated by the Behavior Analyst Certification Board (BACB), and all applicable federal and state standards, including HIPAA and mandated-reporting law.

This Handbook applies to all employees, whether they deliver services in person or work remotely. Because the Company is headquartered in Connecticut, provides in-person technician services in Connecticut and Florida, and employs clinicians who work remotely from other states (including Florida and Illinois), and because wage, leave, and pay-disclosure obligations generally follow the state in which an employee physically works, this Handbook incorporates a state-specific addendum at Section 15 that governs wherever local law differs.

2. CODE OF ETHICS (ABA & BEHAVIORAL HEALTH)

Every employee is required to understand and uphold the following ethical principles, which are stated here in their professional application to the delivery of ABA and behavioral-health services and operate in conjunction with the BACB Ethics Code for Behavior Analysts and the RBT Ethics Code (2.0).

- (a) Client-Centered Care. The employee places the dignity, autonomy, safety, and welfare of each client at the center of every clinical and administrative decision.
- (b) Evidence-Based Practice. The employee delivers only interventions grounded in empirically validated behavior-analytic methods.
- (c) Integrity and Honesty. The employee records and reports clinical data accurately and contemporaneously and promptly discloses any actual or potential conflict of interest.
- (d) Confidentiality. The employee protects all Protected Health Information in accordance with HIPAA and applicable state law.
- (e) Compliance with Law and Payers. The employee adheres to the requirements of the Connecticut Department of Public Health, HUSKY Health, and all applicable payers and legal standards.
- (f) Scope of Competence. The employee provides services only within the boundaries of his or her certification, licensure, training, and supervision.
- (g) Professional Boundaries. The employee maintains appropriate professional relationships and avoids any dual relationship that could impair objectivity or risk exploitation.
- (h) Mandatory Reporting. The employee timely reports any reasonable suspicion of abuse or neglect as detailed in Section 14.2.
- (i) Cultural Humility. The employee delivers services with respect for the diversity, culture, beliefs, and practices of each client and family.
- (j) Accountability. The employee accepts personal responsibility for professional conduct and cooperates fully with quality-assurance and compliance processes.
- (k) Communication. The employee maintains timely, professional, and responsive communication through all designated Company channels, ensures that notifications on Company applications remain enabled, and monitors and responds to Company communications daily.

2.1 Sexual Harassment (Prohibited Conduct Defined). The Company maintains a zero-tolerance policy toward sexual harassment. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, visual, or physical conduct of a sexual nature, and takes two recognized forms: (a) quid

pro quo harassment, in which submission to or rejection of such conduct is made a term or condition of employment or a basis for an employment decision; and (b) hostile work environment harassment, in which such conduct is sufficiently severe or pervasive that it unreasonably interferes with work performance or creates an intimidating, hostile, or offensive working environment. Because behavioral-health services are frequently delivered in clients' homes, schools, and community settings, this policy applies to conduct among Company personnel and to conduct occurring during service delivery involving clients, family members, and third parties; employees who experience or witness such conduct in any setting must report it. Employees may report sexual harassment to any supervisor, the Director of HR, or executive leadership, and the Company will investigate promptly and impartially. The Company prohibits retaliation against any person who reports sexual harassment in good faith or participates in an investigation. The Company provides sexual-harassment prevention training as required by applicable state law and extends comparable training to all staff. Substantiated sexual harassment is grounds for discipline up to and including immediate termination.

3. THE EMPLOYMENT RELATIONSHIP

3.1 At-Will Employment. Employment with the Company is at-will, meaning that either the employee or the Company may terminate the employment relationship at any time, with or without cause and with or without prior notice. Employees are requested (but not required) to provide at least two weeks' written notice of resignation as a professional courtesy; the provision or non-provision of such notice does not alter the at-will character of the relationship. No representation by any manager, and no statement contained in this Handbook, creates a contract of employment or any guarantee of continued employment.

3.2 Equal Employment Opportunity; Conditions of Employment. The Company affords equal employment opportunity to all applicants and employees and does not discriminate on the basis of any characteristic protected by federal law or by the law of the states in which it operates. All offers of employment and continued employment are conditioned upon successful completion of (a) a criminal background check and (b) a DCF child-abuse and neglect registry clearance, together with any equivalent checks required in Florida, Illinois, or any other state in which the employee works. Failure to obtain or maintain required clearances may result in withdrawal of an offer, suspension, or termination.

3.3 Anti-Harassment and Anti-Retaliation. The Company prohibits harassment of any kind, including the sexual harassment defined in Section 2.1, as well as retaliation against any employee who raises a good-faith concern, files a complaint, requests an accommodation, takes protected leave, or reports suspected abuse. Complaints may be directed to any supervisor, the Director of HR, or executive leadership.

3.4 Reasonable Accommodation. The Company provides reasonable accommodations for qualified individuals with disabilities, for pregnancy and related conditions, and for sincerely held religious beliefs and practices, as required by federal and applicable state law. An employee requesting an accommodation on medical grounds must provide appropriate supporting documentation so the Company may engage in the interactive process. All such documentation is treated as confidential medical information.

3.5 First 90 Days: Introductory (Probationary) Period. The first 90 days of employment constitute an introductory period during which the Company and the employee mutually assess job fit, performance, competency, and reliability. This period does not alter the at-will nature of employment, and completion does not create a fixed term, establish a for-cause termination standard, or confer any promise of continued employment. Statutory leave accrues from the first day worked, subject to each state's usage threshold: in Illinois, accrued paid leave becomes usable after 90 days; in Connecticut, accrued paid sick leave becomes usable on the 120th calendar day of employment. The Company may extend the introductory period where further evaluation is warranted.

4. POSITION STRUCTURE & COMPANION MANUALS

The clinical standards governing each role are set forth in the applicable companion manual: BCBAs and BCaBAs are governed by the BCBA Orientation & Clinical Expectations Manual, and RBTs and Behavior Technicians are governed by the RBT Orientation & Clinical Expectations Manual. Those manuals define the manner in which each role delivers care, while this Handbook defines the employment terms common to all personnel.

5. EMPLOYMENT POLICIES (COMPANY-WIDE)

5.1 Attendance & Scheduling. Reliable attendance is essential to the continuity of client treatment. Employees must adhere to scheduled sessions, communicate any cancellation to their supervisor at least 24 hours in advance except in a genuine emergency, and submit time-off requests through the Digital Employee Tool Box (Section 13) at least two weeks in advance where foreseeable. Excessive tardiness, unexcused absence, or repeated late cancellation may result in disciplinary action up to and including termination.

5.2 Training & Certification. Every employee must complete all mandatory Company training within 30 days of hire. Clinical Directors and BCBAs must maintain an active Connecticut LBA license (for Connecticut practice) and BCBA credential; RBTs must maintain BACB certification and complete recertification on schedule. Failure to obtain or maintain any required credential may result in suspension or termination.

5.3 Data Collection & Session Notes. Employees must collect session data in real time within Rethink and submit session notes no later than 30 minutes after each session. Company devices must remain charged and session-ready. Falsification of data or documentation, or a pattern of late or missing submissions, constitutes a serious compliance violation subject to termination.

5.4 Company Property. All Company-issued equipment remains Company property, is signed for upon exchange, and must be maintained and returned upon separation; unauthorized personal use is prohibited. The Company does not withhold final pay or deduct from wages for unreturned or damaged property except as expressly permitted by the law of the employee's work state (Section 9).

5.5 Client Transportation in Personal Vehicles. Transporting clients in a personal vehicle is discouraged and requires prior written approval, proof of a valid driver's license and automobile insurance, a signed liability waiver, and full compliance with seatbelt and car-seat law; the Company assumes no liability for unauthorized transport.

5.6 Company Identification. Employees must carry and display their Company identification badge in home, school, or community settings and report any lost or stolen badge immediately.

5.7 Communication Accessibility. Employees must remain accessible through Microsoft Teams during any scheduled service time.

5.8 Client Care & Safety. An employee must not be secluded with a client in a closed area, must not perform hands-on body care (which remains the guardian's responsibility and during which the client remains clothed), and must never leave a client without a guardian present in the location.

5.9 Incident Reports. Any injury, accident, suspected abuse or neglect, client elopement, restraint, critical event, or lost, broken, or stolen Company property must be documented on the Company Incident Report Form (Section 13) within 24 hours; serious incidents must be reported immediately to the supervisor and, where required, to CT DPH, DCF, and/or the payer.

6. HOURS, CLASSIFICATION & MEAL BREAKS

6.1 Classification. Each employee is classified as exempt or non-exempt under the FLSA and applicable state law and is so informed at hire. RBTs and Behavior Technicians are generally non-exempt and are compensated for all hours worked, including required documentation and supervision time, with overtime as required by law. Salaried clinicians are classified as exempt only where they satisfy the applicable duties and salary tests; the current federal salary threshold for the executive, administrative, and professional exemption is \$684 per week (\$35,568 annually).

6.2 Meal Breaks. In Connecticut, an employee who works 7.5 or more consecutive hours is entitled to a 30-minute meal period, provided after the first two hours and before the last two hours of the shift. In Illinois, under the One Day Rest in Seven Act, an employee is entitled to a meal period of at least 20 minutes for every 7.5 continuous hours worked, beginning no later than five hours after the shift start, together with at least 24 consecutive hours of rest each calendar week. Florida does not require meal or rest breaks for adult employees; the Company nonetheless provides a reasonable meal period as a matter of policy.

7. COMPENSATION

7.1 Pay Schedule. The Company pays wages on a biweekly schedule.

7.2 Compensation Structure. Each employee's compensation is stated in the offer letter as either an hourly rate or an annual salary. For salaried clinicians, the salary reflects an expected clinical workload equivalent to the billable service hours scheduled per week; that workload is also measured by the completion of scheduled non-billable hours, including supervision, documentation, report writing, team meetings, training, and other assigned administrative responsibilities. The employee is responsible for satisfying both the billable and the scheduled non-billable components of the assigned workload and for maintaining continuity of client care.

7.3 Salary-Basis Protection for Exempt Employees. The Company will not reduce an exempt employee's predetermined base salary on account of the quantity or quality of work performed, including any failure to meet billable-hour or productivity targets, because an exempt employee's salary is not subject to reduction because of variations in the quality or quantity of the work performed.

7.4 Productivity Incentives. Where the Company links compensation to productivity for exempt staff, it does so by providing a guaranteed base salary plus additional incentive compensation layered on top of that guaranteed amount, and never by reducing the guaranteed base.

7.5 Safe-Harbor Complaint Procedure. An exempt employee who believes an improper deduction has been made from his or her salary should report it to HR; the Company will investigate, reimburse any improper deduction, and correct the practice.

7.6 Attendance and Productivity Remediation. A failure to meet attendance or productivity standards may be addressed through a written performance improvement plan, adjustment of caseload, schedule, or assigned locations, additional supervision or training, and, for future periods where lawful, prospective changes to salary or classification, up to and including termination.

7.7 Wage Notices and Pay Statements. In Connecticut, the Company provides written notice at hire of the rate of pay, hours, and pay schedule, and furnishes itemized pay statements. In Illinois, the Company notifies employees at hire of the rate and time and place of payment and furnishes itemized pay statements with year-to-date totals,

retained for at least three years. Florida imposes no such requirement; the Company provides itemized statements as a matter of policy.

7.8 Pay Transparency. In Illinois (employers of 15 or more), job postings for positions performed at least in part in Illinois, or reporting to an Illinois worksite or supervisor, must include the pay scale and a general description of benefits. In Connecticut, the wage range must be disclosed on request now, and, effective October 1, 2026, must be included in job postings.

8. BENEFITS & LEAVE

8.1 Health Benefits. The Company offers medical, dental, and vision insurance to eligible salaried and full-time employees, contributing 50% of the employee's monthly premium, with the employee responsible for the remaining 50% through even biweekly deductions; the governing plan documents control.

8.2 Paid Time Off. Eligible employees receive Company PTO as stated in the offer letter, and state-mandated paid leave runs concurrently with Company PTO to the extent permitted by law.

8.3 Paid Sick / Paid Leave by State. In Connecticut, employees accrue paid sick leave at one hour per 30 hours worked, to a 40-hour annual cap, usable on the 120th day of employment, with up to 40 hours of carryover and no documentation or replacement-finding requirement. In Illinois, employees accrue paid leave at one hour per 40 hours worked, to 40 hours per 12-month period, usable after 90 days for any reason. Florida imposes no paid-sick-leave mandate; Florida employees receive Company PTO.

8.4 Connecticut Paid Leave & FMLA. For Connecticut employees, the Company registers with the CT Paid Leave Authority and withholds the 0.5% employee CTPL contribution; job protection is provided through CT FMLA and/or federal FMLA where applicable.

8.5 Other Leave. The Company provides jury duty, voting, bereavement, and military leave, and any other leave required by the law of the employee's work state.

9. SEPARATION & RETURN OF PROPERTY

9.1 Return of Property. Upon separation, an employee must return all Company property, including identification badges, technology, training materials, assessment tools, and documentation.

9.2 Final Pay. In Connecticut, a discharged employee must be paid all wages no later than the next business day after discharge, and an employee who resigns must be paid by the next regular payday; the Company does not withhold or delay final pay pending the return of property and does not deduct from wages for unreturned or damaged property, pursuing recovery instead by demand and, if necessary, civil action. In Illinois, final compensation is due by the next regular payday, the Company may not withhold pay pending the return of property, and deductions may be made only with the employee's express written consent given at the time of the deduction. In Florida, final wages are due by the next regular payday under the FLSA, and no deduction may reduce pay below the minimum wage.

10. DISCIPLINARY ACTION

The Company applies discipline in a fair and consistent manner, reserving the discretion to select the level of discipline appropriate to the nature and severity of the conduct, consistent with at-will employment. Ordinary performance and conduct matters are generally addressed through the following progressive notification structure:

- (l) Step One: Verbal Warning (confirmed by email). The supervisor issues a verbal warning identifying the deficiency and the expected correction, and confirms the substance of that warning in a follow-up email to the employee to create a contemporaneous record.
- (m) Step Two: Written Warning. The Company issues an official written warning, which is documented and placed in the employee's personnel file and which specifies the deficiency, the required corrective action, and the consequences of continued non-compliance.
- (n) Step Three: Probation or Termination. Where the deficiency continues or recurs, the Company may place the employee on a defined period of probation with specific performance conditions, or may terminate employment.

The Company may begin at any step, or proceed directly to termination, based on the seriousness of the conduct. Serious violations, including data falsification, HIPAA breaches, client endangerment, abuse or neglect, sexual harassment, and fraudulent billing, are grounds for immediate termination and may carry additional legal and licensing consequences.

11. CONFIDENTIALITY OF CLIENT INFORMATION, HIPAA & TECHNOLOGY

Every employee must protect all client, family, and employee Protected Health Information. Prohibited conduct includes discussing clients publicly, sharing passwords, using personal devices improperly, and transmitting information by unsecured email. Required safeguards include password protection, locked devices, secure storage, and immediate reporting of any suspected breach.

The Company maintains a HIPAA compliance program that includes annual security risk assessments, written privacy, security, and breach-notification policies, annual staff training with attestations, and Business Associate Agreements with vendors that handle PHI.

Connecticut recognizes a private cause of action for breaches of health information, creating exposure for both the Company and the individual employee.

12. CONFIDENTIALITY OF COMPANY INFORMATION (NDA REFERENCE)

The Company's non-public business information constitutes a protected asset that is distinct from client PHI (Section 11). As a condition of employment, every employee must execute the Company's standalone Employee Confidentiality, Non-Disclosure & Restrictive Covenants Agreement, which is available in the Digital Employee Tool Box (Section 13). That Agreement governs the use, protection, and return of Confidential Company Information and, for eligible roles, non-solicitation and non-competition obligations tailored to the employee's work state, and it controls on all matters within its scope. Employees should refer to the Agreement itself for its complete terms.

13. DIGITAL EMPLOYEE TOOL BOX

The Company maintains a Digital Employee Tool Box on the Company website, accessible through the drop-down menu, which serves as the central repository for standard employment and clinical forms. Employees are responsible for using the current version posted there.

Form	When It Is Used
Incident Report Form	Within 24 hours of any injury, accident, suspected abuse or neglect, elopement, restraint, critical event, or lost, broken, or stolen property (Section 5.9).
Time-Off Request Form	For any PTO or leave request, at least two weeks in advance where foreseeable (Section 5.1).
Direct Deposit Form	At hire and whenever bank account information changes.
W-4 Tax Form (and state withholding form)	Federal W-4 at hire and on any withholding change; CT-W4 or IL-W-4 for those states; Florida has no state income-tax form.
Other forms	Form I-9 (at hire); benefits enrollment; Transportation Authorization and Liability Waiver (before any approved transport); confidentiality and HIPAA attestation and the Confidentiality, Non-Disclosure and Restrictive Covenants Agreement (at hire); Handbook and companion-manual Acknowledgment (at hire and on updates).

14. LEGAL & REGULATORY COMPLIANCE

14.1 Licensing & Credentialing. In Connecticut, a behavior analyst must hold a valid DPH license (built upon BACB certification), and technicians may deliver ASD treatment only under the direct supervision of an appropriately credentialed and enrolled practitioner or BCBA; staff serving HUSKY members must meet HUSKY provider qualifications, and staff practicing in other states must hold any license or registration those states require.

14.2 Mandated Reporting. In Connecticut, an employee must report suspected child abuse or neglect no later than 12 hours after forming the suspicion, to the DCF Careline (1-800-842-2288), with a written DCF-136 report within 48 hours; a failure to report is a Class A misdemeanor, and interference with another's duty to report may constitute a Class D felony. In Florida, reports are made to the DCF Central Abuse Hotline (1-800-962-2873); in Illinois, reports are made to the DCFS hotline under ANCRA. Onboarding confirms the current Florida and Illinois procedures.

14.3 HIPAA. All staff comply with the federal HIPAA Privacy, Security, and Breach Notification Rules.

15. STATE-SPECIFIC ADDENDUM (CT / FL / IL)

The following table consolidates the principal state-by-state differences referenced throughout this Handbook. Where a topic is addressed in greater detail in another section, the applicable cross-reference is noted.

Topic	Connecticut	Illinois	Florida
At-will exceptions	At-will; implied contract recognized	At-will; implied contract recognized	At-will; no implied-contract exception
Meal break	30 min if 7.5+ hrs	20 min per 7.5 hrs; 24-hr weekly rest	None for adults
Paid sick/leave	1:30, 40-hr cap, usable day 120	1:40, 40 hrs, usable after 90 days	None (Company PTO)
Final pay	Discharge next business day; quit next payday	Next regular payday	Next regular payday
Property deductions	Not via paycheck	Written consent at time; no withholding pending return	Allowed if not below min wage

Pay transparency	On request now; postings Oct 1, 2026	Postings, 15+ employees	None
Background/DCF screening	Required at hire and ongoing (Section 3.2)	Required at hire and ongoing (Section 3.2)	Required at hire and ongoing (Section 3.2)

16. ACKNOWLEDGMENT

I acknowledge that I have received, read, and understand the CT ABA Services LLC Employee Handbook & Code of Ethics, and that the position-specific companion manual for my role applies to me. I understand that my employment is at-will; that the first 90 days constitute an introductory period that does not change my at-will status; that my employment is conditioned on successful completion of a background check and DCF clearance; and that I am required to sign the Company's Confidentiality, Non-Disclosure & Restrictive Covenants Agreement. I agree to comply with all policies, procedures, and ethical obligations set forth herein.

Employee Signature: _____	Date: _____
Supervisor Signature: _____	Date: _____

